

**THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

PLUMEUS INC., a Canadian corporation,	)	
	)	
Plaintiff,	)	
v.	)	Civil Action No. _____
	)	
INTERSOG LLC, a Delaware limited	)	
liability company,	)	
	)	
Defendant.	)	

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff Plumeus Inc. (“Plumeus” or “Plaintiff”), by and through its attorneys, alleges as follows against Defendant INTERSOG LLC (“INTERSOG” or “Defendant”):

**Nature of the Action**

1. This is an action by Plaintiff Plumeus for trademark infringement, false designation of origin, trademark dilution, copyright infringement, breach of contract, common law and state statutory unfair competition, and tortious interference with business relations with respect to the offer and sale of a mobile application (“app”) by Defendant INTERSOG. INTERSOG is using Plumeus’ trademarks and copyrighted material in connection with INTERSOG’s app without authorization. INTERSOG’s actions have precluded Plaintiff from introducing its own app and have tarnished Plumeus’ good will and reputation, which Plumeus has developed and maintained over many years through its investment and expenditure of substantial time, money and effort. Plumeus seeks an injunction against further infringement by INTERSOG, damages, and recovery of its fees and costs.

### **Parties**

2. Plaintiff Plumeus Inc. is a corporation organized under the laws of Canada, with its principal place of business located at 9001 Boulevard de l'Acadie, Suite 802, Montreal, Quebec, H4N 3H5.

3. Upon information and belief, Defendant INTERSOG LLC is a limited liability company organized under the laws of Delaware, with its principal place of business located at 125 South Jefferson Street, Suite 2010, Chicago, Illinois 60661.

### **Jurisdiction and Venue**

4. This Court has subject matter jurisdiction pursuant to 15 U.S.C. § 1121 and 28 U.S.C. § 1331 because this action arises under federal law, namely, 15 U.S.C. §§ 1051, *et seq.* (the “Lanham Act”) and 17 U.S.C. §§ 101, *et seq.* (the “Copyright Act”). This Court also has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332 due to diversity of citizenship and an amount in controversy in excess of \$75,000.

5. This Court has jurisdiction over the state law claims asserted herein under 28 U.S.C. § 1332, 1338(b) and 1367. The state law claims are joined with substantial and related claims under the trademark and copyright laws of the United States, 15 U.S.C. §§ 1051, *et seq.* and 17 U.S.C. §§ 101, *et seq.*

6. This Court has personal jurisdiction over Defendant because, upon information and belief: (1) the infringing activities complained of occurred, at least in part, in this judicial district; (2) Defendant offers for sale, and has sold, its products in this judicial district; and (3) Defendant resides and works in this judicial district.

7. Venue is proper in this district under 28 U.S.C. § 1391 because Defendant resides in this judicial district, Defendant is subject to this Court’s personal jurisdiction with respect to

this action, and a substantial part of the events giving rise to the claims asserted herein occurred in this district.

### **Background**

8. Plumeus is one of the leading providers of psychometric evaluations and psychological testing information. Plumeus operates both business-to-business and business-to-consumer websites including: [www.psychtests.com](http://www.psychtests.com), [www.queendom.com](http://www.queendom.com), [www.archprofile.com](http://www.archprofile.com), and [www.matchscale.com](http://www.matchscale.com). Plumeus' websites are visited by more than 6 million users each year. Plumeus has committed extensive time and effort to generating this traffic to its websites.

9. Plumeus and its wholly-owned subsidiary PsychTests AIM Inc. have invested substantial resources in numerous national and international marketing campaigns featuring the PSYCHTESTS.COM and PSYCHTESTS trademarks in connection with psychometric evaluations and psychological assessments for individual and business purposes. Plumeus has been continuously using the PSYCHTESTS.COM and PSYCHTESTS trademarks in interstate and international commerce since at least as early as 1996. As a result, the PSYCHTESTS.COM and PSYCHTESTS marks have gained substantial consumer recognition in the United States, Canada and other countries.

10. Through this longstanding, continuous, and extensive use, the PSYCHTESTS.COM and PSYCHTESTS marks have become famous in the United States and Canada.

11. Plumeus owns a United States trademark registration for PSYCHTESTS.COM®, which registered on September 15, 2009 and covers "Psychological assessments for individual and business purposes" in International Class 44 (U.S. Reg. No. 3,681,924). This registration is

on the Principal Register, and it claims a first use date of at least as early as September 30, 1997. A copy of the PSYCHTESTS.COM® registration is attached hereto as Exhibit A.

12. Through its continuous use of the PSYCHTESTS word mark in United States commerce since at least as early 1996, Plumeus has accrued substantial common law trademark rights in the PSYCHTESTS mark in connection with psychological assessments for individual and business purposes.

13. Plumeus has also used a logo featuring the image of an eyeball as seen here:



Plumeus has continuously used this logo (hereinafter the “Eye Logo”) in United States commerce since at least as early 2004. Therefore, Plumeus has accrued substantial common law trademark rights in the Eye Logo in connection with psychological assessments for individual and business purposes.

14. Plumeus also owns multiple copyrights in its various psychological testing materials including, but not limited to, the “Control Freak Test”. The Control Freak Test was first published in Canada, which is a signatory to the Berne Convention for the Protection of Literary and Artistic Works (the “Berne Convention”). Under the Berne Convention, works first published in a signatory country do not need to be registered prior to filing a copyright infringement claim.

15. On information and belief, Defendant is an information technology outsourcing company that provides various services including mobile application development services. Defendant has a principal place of business in Chicago, Illinois but has operations and sales throughout the United States.

16. On December 18, 2008, Defendant contacted Plaintiff to inquire about a possible collaboration on an app for mobile devices. Defendant stated that it was “interested in [Plaintiff’s] tests” and was writing to ask for approval to use Plaintiff’s tests in a new app. Defendant offered to perform the technical work to develop the app and guaranteed that it would “display info about [the Psychtests.com] site before” each use of Plumeus’ tests. Defendant requested a copy of Plumeus’ logo and stated, “It is our policy to work with the authors.” A true and correct copy of the December 18, 2008 email is attached hereto as Exhibit B.

17. On January 30, 2009, Plumeus sent a Mutual Confidentiality Agreement to Defendant. Both parties executed the Mutual Confidentiality Agreement (hereinafter, the “Agreement”).

18. Pursuant to the Agreement, Plumeus disclosed to Defendant confidential information pertaining to its plans for an app for mobile devices and its previous development work on mobile apps.

19. The parties negotiated for approximately three months via telephone and e-mail, but their negotiations did not result in a contract or other agreement regarding the development and launch of an app. Nevertheless, Plumeus never gave Defendant permission to use Plumeus’ trademarks, copyrighted material, or other proprietary information, and the confidentiality provisions, *inter alia*, of the Agreement remain in effect.

20. Nevertheless, in early 2009, Defendant launched an app called PsychTests that includes various psychological tests. The app was and continues to be available for smart phones and tablets using Android and Mac operating systems.

21. In July 2012, Plaintiff discovered Defendant's unauthorized app. Plaintiff then notified its Canadian counsel, Mr. David A. Johnson.

22. On August 8, 2012, Plumeus, by and through its attorney, Mr. Johnson, sent a letter to Defendants. In that letter, Plumeus demanded that INTERSOG (a) cease and desist from any further use of PSYCHTESTS, PSYCHTESTS.COM, and the Eye Logo; (b) disable, remove and take down all versions of the PsychTests app; (c) inform all of INTERSOG's users and clients that the PsychTests app will no longer be available due to a trademark violation and clarify that INTERSOG is not related to or associated with Plumeus Inc., PsychTests AIM Inc. or their affiliates and principals; (d) instruct all app depositories and app download sites to remove all versions of the PsychTests app; and (e) rename and redesign INTERSOG's PsychTests app. A true and correct copy of the August 8, 2012 letter is attached hereto as Exhibit C.

23. On August 10, 2012, INTERSOG sent an e-mail to Plumeus in response to its letter of August 8, 2012. In that e-mail, INTERSOG stated that it used its "own resources to come up with 'PsychTest' and 'PsychTests' names and an icon with a central eye design." INTERSOG also informed Plumeus that it had removed the app from the Android market. A true and correct copy of the August 10, 2012 e-mail is attached hereto as Exhibit D.

24. On August 14, 2012, Plumeus, by and through its attorney, sent another letter to INTERSOG. In that letter, Plumeus informed INTERSOG that independent development of a trademark "is not a factor in the determination of whether there is infringement and dilution of a trade-mark." Plumeus reiterated its demands and further explained the likelihood of confusion

and resulting harm. A true and correct copy of the August 14, 2012 letter is attached hereto as Exhibit E.

25. On August 17, 2012, INTERSOG sent Plumeus a letter in which INTERSOG expressly agreed to: (a) “cease and desist from any further use of the infringing trademark and other imitations or simulations of Plumeus’ trademarks, service marks or name ‘PsychTests’;” (b) “disable, remove and take down Psychtests 1.6.0 and any other versions from [INTERSOG’s] website;” (c) “inform target users and clients that Psychtests 1.6.0 and any other versions will no longer be available due to a breach of trademark rights and clearly distinguish that [INTERSOG], and all of [its] affiliates or principals, have no relationship with Plumeus Inc., Psychtests AIM Inc. and their affiliates and principals;” (d) “communicate with all depositories and download sites with instructions to take down Psychtests 1.6.0 and any other versions;” and (e) “ rename and redesign Psychtests 1.6.0 and any other versions without infringing Plumeus’ trademarks.” The letter was signed by INTERSOG’s President and Chief Executive Officer, Mr. Igor Fedulov. A true and correct copy of INTERSOG’s August 17, 2012 letter is attached hereto as Exhibit F.

26. On August 17, 2012, Plumeus, by and through its attorney, sent another letter to INTERSOG. In that letter, Plumeus requested a timeframe for INTERSOG’s communications with depositories, download sites and users regarding the removal of all versions of the PsychTests app. Plumeus also requested a draft of the text that INTERSOG proposed to send to such depositories, download sites and users. A true and correct copy of Plumeus’ August 17, 2012 letter is attached hereto as Exhibit G.

27. On August 20, 2012, INTERSOG sent Plumeus an e-mail in which INTERSOG stated that it had already asked some depositories and download sites to delete INTERSOG’s

PsychTests app and would contact them again in the near future. A true and correct copy of the August 20, 2012 e-mail is attached hereto as Exhibit H.

28. On August 29, 2012, Plumeus, by and through its attorney, sent another letter to INTERSOG. In that letter, Plumeus informed INTERSOG that the PsychTests app was still available for download on many app depositories. Plumeus also informed INTERSOG that Plumeus had not received INTERSOG's proposed timeframe or draft text as requested in Plumeus' letter of August 17, 2012. Plumeus further noted that INTERSOG had failed to provide updates regarding INTERSOG's communications with users regarding changes to INTERSOG's app due to trademark infringement.

29. On August 30, 2012, INTERSOG sent Plumeus an e-mail in which it stated that it did not have the contact information for users who had downloaded the PsychTests app. INTERSOG attached a list of depositories and download sites that it had contacted to request removal of the PsychTests app. A true and correct copy of the August 30, 2012 e-mail and its attachment is attached hereto as Exhibit I.

30. Despite INTERSOG's express agreement to cease all use of Plumeus' trademarks and to rename and redesign its PsychTests app, INTERSOG continues to offer its PsychTests app to consumers in the United States and elsewhere. Examples of Defendant's current use of the PSYCHTESTS mark are attached hereto as Exhibit J.

31. INTERSOG's PsychTests app includes wording that copies the constituent elements of Plumeus' copyrighted works including, but not limited to, the Control Freak Test. Plumeus has never given INTERSOG permission to use its proprietary test questions and formats.



32. Upon information and belief, INTERSOG generates revenue from, among other things, the sale of its PsychTests app and the sale of advertising featured in its PsychTests app.

33. INTERSOG's app has received generally unfavorable reviews from users who have downloaded the app. For example, in the Mac App Store, INTERSOG's PsychTests app has an average review of 2.5 out of 5 stars based on more than 25,000 user reviews. Examples of the unfavorable reviews of INTERSOG's app are attached hereto as Exhibit K.

34. INTERSOG's unauthorized use of Plumeus' PSYCHTESTS mark and the psychological questions written and developed by Plumeus is likely to cause confusion as to the source of INTERSOG's services and is likely to imply a false affiliation, sponsorship, or other connection between INTERSOG and Plumeus.

35. INTERSOG's use of Plumeus' PSYCHTESTS mark has diluted and is likely to dilute the distinctive character of Plumeus' famous PSYCHTESTS mark, thereby causing Plumeus irreparable harm.

36. By offering its PsychTests app, INTERSOG is directly competing with Plumeus in the field of psychometric evaluations and psychological assessments.

37. By using Plumeus' trademark with its app, INTERSOG has prevented Plumeus from successfully launching its own mobile app. When Plumeus' clients search for a PSYCHTESTS app, they will find INTERSOG's unauthorized app and its unfavorable reviews. Those clients will mistakenly believe that Plumeus is responsible for, or at least affiliated with, INTERSOG's app. This confusion has harmed and will continue to harm Plumeus' business and the value of its trademarks.

38. Although INTERSOG initially contacted Plumeus and later received several letters from Plumeus' counsel, INTERSOG has continued to use Plumeus' trademarks and copyrights without permission. This constitutes willful and intentional behavior.

39. In view of the actions by Defendant and its continued and blatant disregard of Plumeus' rights, Plumeus now brings this action.

**FIRST CLAIM FOR RELIEF**  
**(Trademark Infringement under 15 U.S.C. § 1114(1)(a))**

40. Plumeus re-alleges and incorporates by reference the allegations of Paragraphs 1 through 39 above as though fully set forth herein.

41. Plumeus owns U.S. Trademark Registration No. 3,681,924 for PSYCHTESTS.COM in connection with "Psychological assessments for individual and business purposes" in International Class 44. This registration is on the Principal Register, and it claims a first use date of at least as early as September 30, 1997.

42. This registration serves as *prima facie* evidence of the validity of the registered mark, Plumeus' ownership of the mark, and Plumeus' exclusive right to use the mark.

43. Defendant began using the PSYCHTESTS mark after Plumeus' first use.

44. Plumeus therefore has priority based on its prior use and its valid and subsisting registration for PSYCHTESTS.COM.

45. Plumeus has never authorized or permitted Defendant to use the PSYCHTESTS mark.

46. Defendant is using the PSYCHTESTS mark in connection with psychological assessment products and services, which are identical to Plaintiff's core products and services.

47. Defendant's use of an identical mark with identical products and services is likely to cause consumer confusion, mistake, and deception as to the affiliation, connection, or association with Plaintiff.

48. As evidenced by the Agreement and the parties' prior negotiations, Defendant had actual knowledge of Plumeus' trademark rights prior to using the PSYCHTESTS mark.

49. Defendant's use of the PSYCHTESTS mark constitutes trademark infringement of Plumeus' registration in violation of 15 U.S.C. § 1114(1)(a).

50. The willful and intentional nature of Defendant's actions makes this trademark infringement an exceptional case pursuant to 15 U.S.C. § 1117(a).

51. As a result of Defendant's trademark infringement, Plumeus has suffered damages in an amount to be determined at trial.

52. As a result of Defendant's trademark infringement, Plumeus has also suffered irreparable injury to its business, reputation, and goodwill. Plumeus will continue to suffer irreparable injury unless Defendant's misconduct is enjoined by the Court.

53. As a result of Defendant's willful misconduct, Plumeus is entitled to trebled damages, reasonable attorneys' fees, and the costs of this action.

**SECOND CLAIM FOR RELIEF**  
**(False Designation of Origin under 15 U.S.C. § 1125(a))**

54. Plumeus re-alleges and incorporates by reference the allegations of Paragraphs 1 through 53 above as though fully set forth herein.

55. Plumeus owns common law trademark rights in the PSYCHTESTS mark and the Eye Logo, among others. Plumeus has used the PSYCHTESTS mark and the Eye Logo in interstate commerce in connection with psychological assessments for individual and business purposes since as least as early as 1996.

56. Plumeus' PSYCHTESTS mark and the Eye Logo are valid and legally protectable and have become well and favorably known throughout the United States, including Illinois, as indicators of the goods and services emanating from or authorized by a single source—Plumeus.

57. INTERSOG is using the PSYCHTESTS mark and a logo featuring an eyeball that is highly similar to Plumeus' Eye Logo in interstate commerce in connection with psychological assessments for individual and business purposes.

58. Defendant began using the PSYCHTESTS mark and the highly similar eyeball logo after Plumeus' first use of the PSYCHTESTS mark and the Eye Logo.

59. Plumeus has never authorized or permitted Defendant to use the PSYCHTESTS mark or the Eye Logo.

60. INTERSOG's use of Plumeus' marks is a false designation of origin which is likely to cause confusion, to cause mistake and to deceive as to the affiliation, connection or association of INTERSOG with Plumeus and as to the origin, sponsorship, or approval of INTERSOG's goods and services by Plumeus in violation of 15 U.S.C. § 1125(a).

61. Defendant had actual knowledge of Plumeus' common law trademark rights prior to using the PSYCHTESTS mark and the Eye Logo.

62. The willful and intentional nature of Defendant's actions makes this trademark infringement an exceptional case pursuant to 15 U.S.C. § 1117(a).

63. As a result of Defendant's trademark infringement, Plumeus has suffered damages in an amount to be determined at trial.

64. As a result of Defendant's trademark infringement, Plumeus has also suffered irreparable injury to its business, reputation, and goodwill. Plumeus will continue to suffer irreparable injury unless Defendant's misconduct is enjoined by the Court.

65. As a result of Defendant's willful and reckless conduct, Plumeus is entitled to treble damages, reasonable attorneys' fees, and the costs of this action.

**THIRD CLAIM FOR RELIEF**  
**(Trademark Dilution under 15 U.S.C. § 1125(c))**

66. Plumeus re-alleges and incorporates by reference the allegations of Paragraphs 1 through 65 above as though fully set forth herein.

67. As a result of Plumeus' longstanding, continuous, and extensive use of its PSYCHTESTS.COM and PSYCHTESTS marks, those marks have become famous in the United States.

68. INTERSOG began using the PSYCHTESTS mark after it became famous as a result of Plumeus' widespread and substantial use.

69. INTERSOG is using the PSYCHTESTS mark in commerce in connection with the sale of a mobile app for psychological testing.

70. INTERSOG's use of an identical mark has caused and will continue to cause dilution of the distinctive quality of Plumeus' famous PSYCHTESTS.COM and PSYCHTESTS marks.

71. Defendant's unauthorized use of the PSYCHTESTS mark constitutes dilution of Plumeus' famous PSYCHTESTS.COM and PSYCHTESTS marks under 15 U.S.C. § 1125(c).

72. Defendant had actual knowledge of Plumeus' trademark rights prior to using the PSYCHTESTS mark.

73. The willful and intentional nature of Defendant's actions makes this trademark dilution an exceptional case pursuant to 15 U.S.C. § 1117(a).

74. As a result of Defendant's trademark dilution, Plumeus has suffered damages in an amount to be determined at trial.

75. As a result of Defendant's trademark dilution, Plumeus has also suffered irreparable injury to its business, reputation, and goodwill. Plumeus will continue to suffer irreparable injury unless Defendant's misconduct is enjoined by the Court.

76. As a result of Defendant's willful and reckless conduct, Plumeus is entitled to treble damages, reasonable attorneys' fees, and the costs of this action.

**FOURTH CLAIM FOR RELIEF**  
**(Copyright Infringement under 17 U.S.C. § 501)**

77. Plumeus re-alleges and incorporates by reference the allegations of Paragraphs 1 through 76 above as though fully set forth herein.

78. Plumeus owns a valid and enforceable copyright for its work entitled "The Control Freak Test."

79. Plumeus first published the Control Freak Test in Canada, which is a signatory to the Berne Convention. Under the Berne Convention, works first published in a signatory country do not need to be registered prior to filing a copyright infringement claim.

80. Despite Plumeus' rights to the Control Freak Test, Defendant has infringed, or induced or contributed to the infringement of, the copyrighted work without permission.

81. Defendant has reproduced, distributed, sold, and publicly displayed Plumeus' copyrighted work and has authorized others to do the same without permission.

82. Defendant's unauthorized reproduction, distribution, sale, and public display of Plumeus' copyrighted work constitutes copyright infringement in violation of 17 U.S.C. § 501.

83. Defendant's copyright infringement has been willful, knowing, and intentional.

84. As a result of Defendant's copyright infringement, Plumeus has suffered damages in an amount to be determined at trial.

85. As a result of Defendant's copyright infringement, Plumeus has also suffered irreparable injury to its business, reputation, and goodwill. Plumeus will continue to suffer irreparable injury unless Defendant's misconduct is enjoined by the Court.

86. As a result of Defendant's willful and reckless conduct, Plumeus is entitled to trebled damages, reasonable attorneys' fees, and the costs of this action.

**FIFTH CLAIM FOR RELIEF**  
**(Breach of Contract)**

87. Plumeus re-alleges and incorporates by reference the allegations of Paragraphs 1 through 86 above as though fully set forth herein.

88. The Agreement between Plumeus and Defendant is a valid, enforceable, written contract, with definite and certain terms.

89. Plumeus has performed all of its required obligations under the Agreement.

90. Defendant's unauthorized use of Plumeus' confidential information is a direct violation of the Agreement that prohibits Defendant from using or disclosing any confidential information obtained during negotiations with Plumeus.

91. As a result of Defendant's violation of the Agreement, Plumeus has suffered damages in an amount to be determined at trial.

**SIXTH CLAIM FOR RELIEF**  
**(Unfair Competition under the Illinois Deceptive Trade Practices Act 815 ILCS 510 et seq.)**

92. Plumeus re-alleges and incorporates by reference the allegations of Paragraphs 1 through 91 above as though fully set forth herein.

93. Plumeus owns trademark rights in PSYCHTESTS.COM, PSYCHTESTS, and the Eye Logo, among others. Plumeus has used these trademarks in interstate commerce in connection with psychological assessments for individual and business purposes since as least as early as 1996.

94. Plumeus' trademarks are valid and legally protectable and have become well and favorably known throughout the United States, including Illinois, as indicators of the goods and services emanating from or authorized by a single source—Plumeus.

95. INTERSOG is using the PSYCHTESTS mark and a logo featuring an eyeball that is highly similar to Plumeus' Eye Logo in interstate commerce in connection with psychological assessments for individual and business purposes.

96. INTERSOG began using the PSYCHTESTS mark and the highly similar eyeball logo after Plumeus first used PSYCHTESTS.COM, PSYCHTESTS, and the Eye Logo in interstate commerce.

97. Plumeus has never authorized or permitted Defendant to use the PSYCHTESTS mark or the Eye Logo.

98. Defendant's intentional and unauthorized use of the PSYCHTESTS mark and the highly similar eyeball logo in connection with identical goods and services is likely to cause consumer confusion as to the source, sponsorship, approval, or affiliation of Defendant's goods and services and constitutes unfair and deceptive practices under the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS 510 *et seq.*

99. Defendant had actual knowledge of Plumeus' trademark rights prior to using the PSYCHTESTS mark and the highly similar eyeball logo.

100. Defendant's actions are unlawful, unfair and willful.

101. As a result of Defendant's unfair competition, Plumeus has suffered damages in an amount to be determined at trial.



102. As a result of Defendant's unfair competition, Plumeus has suffered irreparable injury to its business, reputation, and goodwill. Plumeus will continue to suffer irreparable injury unless Defendant's misconduct is enjoined by the Court.

103. As a result of Defendant's willful and reckless conduct, Plumeus is entitled to reasonable attorneys' fees and the costs of this action.

**SEVENTH CLAIM FOR RELIEF**  
**(Common Law Unfair Competition)**

104. Plumeus re-alleges and incorporates by reference the allegations of Paragraphs 1 through 103 above as though fully set forth herein.

105. Plumeus has valid and subsisting trademark rights in PSYCHTESTS.COM and PSYCHTESTS based on its widespread use of those marks in the United States, including Illinois.

106. INTERSOG began using the PSYCHTESTS mark after Plumeus first used PSYCHTESTS.COM and PSYCHTESTS.

107. Plumeus has not consented to Defendant's use of the PSYCHTESTS mark.

108. Defendant's use of the PSYCHTESTS mark is being conducted with the intent to deceive the public into believing Defendant's goods and services are affiliated with Plumeus.

109. Defendant's unauthorized use of the PSYCHTESTS mark constitutes passing off and unfair competition in violation of the common law of Illinois.

110. Defendant had actual knowledge of Plumeus' trademark rights prior to using the PSYCHTESTS mark, resulting in willful and intentional conduct.

111. As a result of Defendant's unfair competition, Plumeus has suffered damages in an amount to be determined at trial.

112. As a result of Defendant's unfair competition, Plumeus has suffered irreparable injury to its business, reputation, and goodwill. Plumeus will continue to suffer irreparable injury unless Defendant's misconduct is enjoined by the Court.

113. As a result of Defendant's willful and reckless conduct, Plumeus is entitled to reasonable attorneys' fees and the costs of this action.

**EIGHTH CLAIM FOR RELIEF**  
**(Tortious Interference With Business Relations)**

114. Plumeus re-alleges and incorporates by reference the allegations of Paragraphs 1 through 113 above as though fully set forth herein.

115. Plumeus had a reasonable expectation of developing and launching a mobile app for its psychometric evaluations and psychological assessments.

116. As a result of the parties' negotiations, Defendant was well aware of Plumeus' expectation of developing an app for its services.

117. Without Plaintiff's knowledge or authorization, Defendant developed and launched its own app using Plaintiff's trademarks and copyrighted testing material, thereby passing off its app as a Plumeus app.

118. As a result, Plumeus is unable to launch an app under its own trademark because INTERSOG has already launched its unauthorized app using Plumeus' trademark and copyrighted material. In addition, consumers will see the poor reviews of INTERSOG's app and mistakenly believe that those reviews relate to Plumeus.

119. Defendant's conduct has harmed Plaintiff's business, reputation, and goodwill and has resulted in lost profits for Plaintiff.

120. Defendant's conduct constitutes tortious interference with business relations.

121. As a result of Defendant's tortious interference, Plumeus has suffered damages in an amount to be determined at trial.

**PRAYER FOR RELIEF**

Wherefore, Plumeus prays for relief as follows:

1. A judgment that Defendant has improperly infringed the PSYCHTESTS.COM mark, the PSYCHTESTS mark, and the Eyeball Logo;

2. A judgment that Defendant has improperly diluted the PSYCHTESTS.COM mark and the PSYCHTESTS mark;

3. A judgment that Defendant has unfairly competed with Plumeus;

4. A judgment that Defendant has infringed the copyright in the Control Freak Test;

5. A judgment that Defendant's conduct was willful and intentional and amounts to an exceptional case pursuant to 15 U.S.C. § 1117;

6. A judgment that Defendant breached the parties' valid, enforceable, written Mutual Confidentiality Agreement;

7. An order enjoining Defendant, and all of its officers, directors, employees, licensees, agents, and representatives, from: (1) using the PSYCHTESTS.COM mark, the PSYCHTESTS mark, the Eyeball Logo or any trademark that wholly incorporates or is confusingly similar to any of these three marks; (2) doing any act or thing likely to confuse or to deceive consumers into believing that there is some connection between Defendant and Plumeus; and (3) reproducing, distributing, selling, and publicly displaying the Control Freak Test;

7. An order requiring Defendant, pursuant to 15 U.S.C. § 1116(a), to file with this Court and serve upon Plumeus within thirty (30) days after entry of the injunction, a report in writing under oath setting forth in detail the manner and form in which Defendant has complied with the injunction and implemented adequate and effective means to discontinue services under

the PSYCHTESTS.COM mark, the PSYCHTESTS mark, the Eyeball Logo, or any other trademark that wholly incorporates or is confusingly similar to any of these marks;

8. An order requiring Defendant, pursuant to 15 U.S.C. § 1118, to deliver up for destruction all brochures, flyers, signs, stationary, insignia, premiums, marketing materials, and advertisements, whether electronic, in hard copy, or otherwise in Defendant's possession or under Defendant's control bearing the PSYCHTESTS.COM mark, the PSYCHTESTS mark, the Eyeball Logo, or any other trademark that wholly incorporates or is confusingly similar to any of these marks;

9. An order requiring Defendant to account for and disgorge to Plumeus all of the profits realized by Defendant, or others acting in concert or participating with Defendant, resulting from Defendant's acts of trademark infringement and false designation of origin;

10. An award to Plumeus of compensatory damages, plus interest, in an amount to be determined at trial;

11. An award to Plumeus of three times Defendant's profits from its use of the PSYCHTESTS.COM mark, the PSYCHTESTS mark, the Eyeball Logo, or any other trademark that wholly incorporates or is confusingly similar to any of these marks, or three times Plumeus' damages, whichever is greater;

12. An award to Plumeus of the costs of this action plus interest pursuant to 15 U.S.C. § 1117(a) based on Defendant's exceptional, willful, and intentional actions;

13. An award to Plumeus of reasonable attorneys' fees pursuant to 15 U.S.C. § 1117(a) and (b) based on Defendant's exceptional, willful, and intentional actions;

14. An order permanently requiring Defendant to perform its obligations under the Mutual Confidentiality Agreement and to immediately cease breaching the Agreement; and

15. Such other and further relief as the Court deems just and proper.

**JURY TRIAL DEMANDED**

Plaintiff hereby demands a trial by jury of all issues so triable.

Dated: March 22, 2013

Respectfully submitted,

By: /s/ Joseph A. Mahoney  
Joseph A. Mahoney  
Christopher C. Mackey  
Patrick M. Tierney  
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Chicago, Illinois 60606-4637  
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*Attorneys for Plaintiff Plumeus Inc.*

# EXHIBIT A

# United States of America

United States Patent and Trademark Office

PSYCHTESTS.COM

**Reg. No. 3,681,924** PLUMEUS INC. (CANADA CORPORATION)  
Registered Sep. 15, 2009 SUITE 802

9001 L'ACADIE BLVD.  
MONTREAL, CANADA H4N3H7

**Int. Cl.: 44**

FOR: PSYCHOLOGICAL ASSESSMENTS FOR INDIVIDUAL AND BUSINESS PURPOSES,  
IN CLASS 44 (U.S. CLS. 100 AND 101).

**SERVICE MARK**  
**PRINCIPAL REGISTER**

FIRST USE 9-30-1997; IN COMMERCE 9-30-1997.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SEC. 2(F).

SER. NO. 77-282,188, FILED 9-18-2007.

RAUL CORDOVA, EXAMINING ATTORNEY



*David J. Kybas*

Director of the United States Patent and Trademark Office

# EXHIBIT B



Sepulveda, Debra

---

From: jguzunova@intersog.com  
Sent: Thursday, December 18, 2008 4:22 AM  
To: jose@queendom.com  
Subject: Partnership development - PT

Below is a feedback from "psycht-business" form.

-----  
name:  
Julia  
company:  
INTERSOG  
url:  
[www.intersog.com](http://www.intersog.com)  
email:  
[jguzunova@intersog.com](mailto:jguzunova@intersog.com)  
phone:  
+38048734243  
fax:  
  
subject:  
Partnership development - PT  
message:  
Hello!

I represent IT company INTERSOG. We are doing applications for mobiles (iPhone, Android, etc.). We are interested in your tests as we have developed an application for mobiles as MAD (mobile applications development) Tests, it is our own free product. Using this product the user can pass tests which are located in our database. The authors can have the rights to use our interface to create their own tests and download them to the database.

We propose you an exclusive right to put your tests in our database. The technical process will be our task. We need only your approvement and permit. We guarantee to display info about your site before each of test use.

To show you what we mean you can see our application video by this link <http://www.youtube.com/watch?v=K-qNnbLUmc8> . Of course this screenshot includes only visual info. If you send us your proper info, logo, etc. we can include everything in our application. The link to your site will be active.

We don't need any payment for the advertisement and so on we need only your approvement. It is our policy to work with the authors.

Now we are working on the same program test on Android.

Waiting for your reply.

# EXHIBIT C

**David A. Johnson**  
**Avocat, Attorney**

August 8, 2012

**BY EMAIL – via [contact@intersog.com](mailto:contact@intersog.com)**

**WITHOUT PREJUDICE**

Igor Fedulov, President & CEO  
**INTERSOG**  
125 S Jefferson Street, Suite 2010  
Chicago, Illinois 60661  
United States of America

**SUBJECT: PsychTests 1.6.0**  
**Re: Cease and desist**  
**Ref: 1646-046**

---

Dear Sirs,

We represent Plumeus Inc. (“Plumeus”), doing business as PsychTests. Plumeus is a world leader in online testing and is the registered owner of the website <http://www.psychtests.com>. Plumeus owns many trademarked works, including psychtests and psychtests.com, which are widely recognized as identifying goods and services that emanate from Plumeus.

It has come to our attention that Intersog develops, sells and distributes software applications, including Psychtests 1.6.0. available for download, *inter alia*, on Android platforms at, for example,

<http://www.pcworld.com/appguide/app.html?id=631066&expand=false>  
<http://mobile.brothersoft.com/psychtests-75073.html>  
<http://www.freewarelovers.com/android/app/psychtests>  
<http://www.mobilesoftwaredownloads.net/mobile/psychtests-160.html>  
[http://rapidlibrary.com/files/psychtests-1-6-0-apk\\_ulwvfezfmon.html](http://rapidlibrary.com/files/psychtests-1-6-0-apk_ulwvfezfmon.html)  
[http://www.maxandroid.ru/?option=com\\_jshopping&category\\_id=5&controller=product&product\\_id=119&task=view&Itemid=1&fontstyle=f-larger](http://www.maxandroid.ru/?option=com_jshopping&category_id=5&controller=product&product_id=119&task=view&Itemid=1&fontstyle=f-larger)

Psychtests.com, the name “psychtests” and the name “psychtests” with a central eye design are some of the valuable trade-marks belonging to and owned by Plumeus, which can be seen at <http://www.psychtests.com>. Plumeus has been using the three above described trade-marks since as early as 1996 in interstate and in international commerce, including across both Canada and the United States of America. These trade-marks apply, *inter alia*, to Canada and the United States of America.

Intersog is using an application, marketed and sold as Psychtests 1.6.0 and also containing a central eye design that are confusingly similar to and a derivative of Plumeus' trade-mark. By using a derivative of Plumeus' trademark, Intersog has engaged in trade-mark infringement and unfair competition. In addition to this misuse of Plumeus' goodwill, Plumeus' valued customers will likely be confused or believe inaccurately that Plumeus endorses or is otherwise connected with the Intersog organization, its website and products and services it offers. It is probable that, furthermore, Intersog is misleading potential customers of Plumeus by diverting them to its website. Intersog is damaging the reputation of Plumeus by such diversions, the negative feedback posted by users of Psychtests 1.6.0 and any other versions and the impact to Plumeus on search engine rankings across the Internet. It is extremely important to Plumeus to prevent the misuse of Plumeus' valuable trade-mark and to protect the public from any such confusion. Intersog has no legitimate rights or interests neither in the name "psychtests" alone nor in the name "psychtests" with a central eye design.

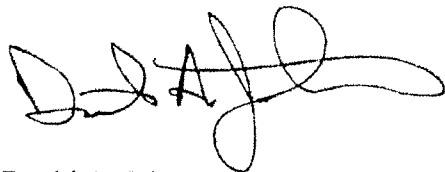
Accordingly, we demand that you immediately:

1. Cease and desist from any further use of the infringing trade-mark and other imitations or simulations of Plumeus' trade-marks, service marks or name; and
2. Disable, remove and take down Psychtests 1.6.0 and any other versions from your website and users; and
3. Inform all of your users and clients that Psychtests 1.6.0 and any other versions will no longer be available due to a breach of trademark rights and clearly distinguish that you, and all your affiliates or principals, have no relationship with Plumeus Inc., Psychtests AIM Inc. and their affiliates and principals; and
4. Communicate with all depositories and download sites with instructions to take down Psychtests 1.6.0 and any other versions; and
5. Rename and redesign Psychtests 1.6.0 and any other versions without infringing Plumeus' trademarks; and
6. Countersign and return to us a copy of this letter, confirming that you agree fully to comply, and are promptly complying, with the above demands.

Should you wish to settle this matter amicably, we must receive your countersigned copy of this letter **no later than Monday, August 20, 2012 at 17:00**. If you continue to use, sell, offer to sell, transfer or assign the infringing applications of Psychtests 1.6.0 and any other versions after receipt of this notice, we will regard your actions as deliberate and wilful violations of Plumeus' rights and the aforementioned laws. Failing receipt of a countersigned copy of this letter, our instructions are to proceed with all appropriate recourses and remedies without any further notice, including the right to claim for direct, indirect and incidental damages.

Plumeus' U.S. counsel, based in Chicago, Illinois, has been sent a copy of this letter.

**DO GOVERN YOURSELF ACCORDINGLY**

A handwritten signature in black ink, appearing to read 'D.A. Johnson', with a large, stylized flourish extending from the end.

David A. Johnson

**AGREED TO BY:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Duly authorized representative of Intersog

# EXHIBIT D

**Sepulveda, Debra**

---

**From:** Tatiana Denisova [tdenisova@intersog.com]  
**Sent:** Friday, August 10, 2012 9:51 AM  
**To:** djohnson@dajlex.com  
**Cc:** Igor Fedulov; Julia Zagoruiko; Vadim Chernega  
**Subject:** Re: letter

Dear Mr Johnson,

We respect Plumeus rights and understand your concerns about "psychtests" trade-mark and especially name and icon. However, we created our mobile applications long ago and used only our own resources to come up with "PsychTest" and "PsychTests" names and an icon with a central eye design.

Our brands and companies can not be confused. We use absolutely different colors and style of information presentation. If to speak about word "psychtests", it is commonly used among a wide variety of institutions (Google shows around 281 00 search results) and is an evident abbreviation for Psychology Test/Tests. The same concerns a symbol of an eye that looks into your soul. In addition, we have not found this image on psychtests.com website that you have provided in the letter.

We want to work out a compromise. The only thing we can do is to remove this application from Android market. We have already done it for you. You can check here - <https://play.google.com/store/apps/developer?id=Intersog>.

Look forward to hearing from you.

Best wishes,

--

Tetiana Denysova  
Product Portfolio Manager

-----  
INTERSOG [www.intersog.com](http://www.intersog.com)  
E-mail: [tdenisova@intersog.com](mailto:tdenisova@intersog.com)  
Mobile: +38 066 309 9407  
Skype: tdenisova.intersog.com

# EXHIBIT E



**David A. Johnson**  
**Avocat, Attorney**

August 14, 2012

**BY EMAIL – via [contact@intersog.com](mailto:contact@intersog.com)**

**WITHOUT PREJUDICE**

Igor Fedulov, President & CEO  
**INTERSOG**  
125 S Jefferson Street, Suite 2010  
Chicago, Illinois 60661  
United States of America

**SUBJECT: PsychTests 1.6.0**  
**Re: Cease and desist**  
**Ref: 1646-046**

---

Dear Sirs,

We confirm receipt of your email dated August 10, 2012.

Plumeus takes infringement and dilution of its trade-marks very seriously. Plumeus has devoted a lot of resources into their creation and maintenance and the company has been operating and using its trade-marks since 1996 in interstate and in international commerce, including across both Canada and the United States of America. The name “psychtests” with a central eye design was developed in 2004 and has been in use since then, mostly in offline marketing materials, an image of which is enclosed herewith. “PsychTests” has been in use since 1996. Plumeus has become a leader in personality tests in the marketplace and have developed a broad clientele. As such, Plumeus’ trade-marks, including “psychtests” have become well recognized in the marketplace and therefore strong.

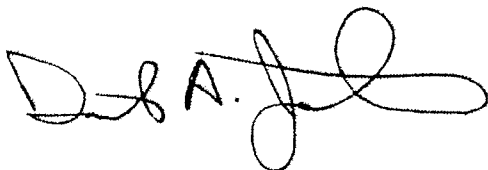
Intersog’s services are in direct competition with Plumeus. Intersog is purporting to sell, or otherwise distribute, psychological testing software in which “personality tests will offer new insights into your personal psychology”. Plumeus, and doing business as PsychTests, offers *inter alia* personality tests. Intersog offers similar or proximate services as Plumeus across the same channels and potential clientele. Customers and potential customers are likely to be confused by the coexistence of these trade-marks. Even if there was no direct competition between Intersog and Plumeus, the majority of modern decisions in the United States of America have adopted the rule that competition between the two parties is not necessary for there to be a probability of confusion in the marketplace. The trade-marks at issue are very similar. The likelihood of confusion with Plumeus’ trade-marks is not alleviated by the use of different colours and the style of the presentation of information by Intersog.

While Intersog may have used only its own resources to create *inter alia* Psychtests 1.6.0, this is not a factor in the determination of whether there is infringement and dilution of a trade-mark.

We recognize that you have removed the application from one Internet depository or download site. The application has not been removed, however, from the Android market. There is moreover a widespread availability of the Psychtests 1.6.0 software and other versions across the Internet, including the majority of the sites identified in our letter of August 8, 2012. The availability of the Psychtests 1.6.0 software and other versions infringes and dilutes Plumeus' trade-marks.

As such and given all of the above, we reiterate our concerns and the demands made in our letter of August 8, 2012, including the right to claim damages. We strongly suggest that you consult with your legal counsel.

**DO GOVERN YOURSELF ACCORDINGLY**

A handwritten signature in black ink, appearing to read 'D.A. Johnson', with a large, stylized loop at the end.

David A. Johnson

Encl.

c.c. Burton Ehrlich, Ladas & Parry LLC

# EXHIBIT F

**Sepulveda, Debra**

---

**From:** Tatiana Denisova [tdenisova@intersog.com]  
**Sent:** Friday, August 17, 2012 3:13 AM  
**To:** David Johnson  
**Cc:** Julia Zagoruiko; Vadim Chernega; Igor Fedulov  
**Subject:** Re: letter  
**Attachments:** scan\_of\_letter.pdf

Hello Mr Johnson,

In attachment to this e-mail you can find an official letter with our response.

Please, confirm when receive.

Best wishes,

On Wed, Aug 15, 2012 at 3:53 PM, Tatiana Denisova <[tdenisova@intersog.com](mailto:tdenisova@intersog.com)> wrote:

> Hello Mr Johnson,

>

> We have received your letter. We'll try to do our best to meet your  
> requirements but it can take some period of time because some things  
> (for example, deleting the application from a filesharing website) are  
> not under our direct supervision. We would prepare the official letter  
> and send it to you as soon as possible.

>

> Best wishes,

--

> Tetiana Denysova

> Product Portfolio Manager

> -----

> INTERSOG [www.intersog.com](http://www.intersog.com)

> E-mail: [tdenisova@intersog.com](mailto:tdenisova@intersog.com)

> Mobile: +38 066 309 9407

> Skype: tdenisova.intersog.com

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Tetiana Denysova

Product Portfolio Manager

-----

INTERSOG [www.intersog.com](http://www.intersog.com)

E-mail: [tdenisova@intersog.com](mailto:tdenisova@intersog.com)

Mobile: +38 066 309 9407

Skype: tdenisova.intersog.com

Igor Fedulov, President & CEO  
**INTERSOG**  
125 S Jefferson ST STE 2010,  
Chicago, IL 60661  
United States of America



**To: David A. Johnson, Avocat, Attorney - via [djohnson@dajlex.com](mailto:djohnson@dajlex.com)**

**Subject: PsychTests 1.6.0**

**Ref: 1646-046**

---

Dear Mr. Johnson,

We confirm receipt of your letters dated August 8, 2012 and August 14, 2012.

We agree to meet the following Plumeus requirements:


1. Cease and desist from any further use of the infringing trademark and other imitations or simulations of Plumeus' trademarks, service marks or name "PsychTests"; and
2. Disable, remove and take down Psychtests 1.6.0 and any other versions from our website; and
3. Inform target users and clients that Psychtests 1.6.0 and any other versions will no longer be available due to a breach of trademark rights and clearly distinguish that we, and all our affiliates or principals, have no relationship with Plumeus Inc., Psychtests AIM Inc. and their affiliates and principals; and
4. Communicate with all depositories and download sites with instructions to take down Psychtests 1.6.0 and any other versions; and
5. Rename and redesign Psychtests 1.6.0 and any other versions without infringing Plumeus' trademarks.

From our side, we want to inform you of the following facts:

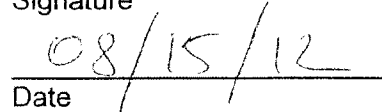
1. We can not technically remove applications from devices of our users who have already downloaded them; and
2. We can inform that Psychtests 1.6.0 and any other versions will no longer be available due to a breach of trademark rights only users and clients whose e-mails we have among these who have downloaded Psychtests 1.6.0; and

3. We will communicate with all depositories and download sites with instructions to take down Psychtests 1.6.0 and any other versions except in cases when copies of the application were taken by pirate sites that do not provide contact information or way to take down the application.

Igor Fedulov, President & CEO  
**INTERSOG**

A handwritten signature in dark ink, appearing to read "Igor Fedulov", written over a horizontal line.

Signature

A handwritten date "08/15/12" in dark ink, written over a horizontal line.

Date

# EXHIBIT G

**David A. Johnson**  
**Avocat, Attorney**

August 17, 2012

**BY EMAIL – via [contact@intersog.com](mailto:contact@intersog.com)**

**WITHOUT PREJUDICE**

Igor Fedulov, President & CEO  
**INTERSOG**  
125 S Jefferson Street, Suite 2010  
Chicago, Illinois 60661  
United States of America

**SUBJECT: PsychTests 1.6.0**  
**Re: Cease and desist**  
**Ref: 1646-046**

---

Dear Sirs,

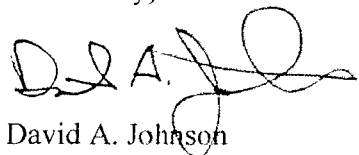
We confirm receipt of your letter dated August 15, 2012.

Moreover, we acknowledge the steps that you are agreeing to take and implement with respect to, *inter alia*, disabling, removing and taking down Psychtests 1.6.0. and any other versions. We also acknowledge that Intersog cannot remove software applications from devices of individual users downloaded already.

Would you kindly provide us with a timeframe of communicating with depositories, download sites and users and supply us with a copy of the text prior to doing so?

As such and provided that you do comply with the requirements that you agreed to meet in your signed letter of August 15, 2012, our client is prepared to refrain from pursuing any further legal remedies and recourses.

Yours truly,

  
David A. Johnson



# EXHIBIT H

**Sepulveda, Debra**

---

**From:** Tatiana Denisova [tdenisova@intersog.com]  
**Sent:** Monday, August 20, 2012 3:32 AM  
**To:** David Johnson  
**Subject:** Re: letter

Dear Mr Johnson,

We have already contacted depositories and download sites that had PsychTests uploaded and asked them to delete this application. Some of them have answered that they deleted it, some have not answered. We would contact them again till the end of this week. We would try to contact some users in the beginning of next week but we should check if we have any e-mails firstly because this application does not have any registration function included.

Best wishes,

On Sat, Aug 18, 2012 at 12:00 AM, David Johnson <[djohnson@dajlex.com](mailto:djohnson@dajlex.com)> wrote:

> Dear Ms Denisova,  
>  
> Please see the attached letter.  
>  
> Yours truly,  
>  
> David Johnson

-----Original Message-----

> From: David Johnson [<mailto:djohnson@dajlex.com>]  
> Sent: Friday, August 17, 2012 9:48 AM  
> To: 'Tatiana Denisova'  
> Cc: 'Julia Zagoruiko'; 'Vadim Chernega'; 'Igor Fedulov'  
> Subject: RE: letter  
>  
> Dear Ms Denisova,  
>  
> Thank you for your letter. I confirm its receipt. I will communicate  
> with  
my  
> clients today and revert to you this afternoon.  
>  
> Yours truly,  
>  
> David Johnson  
>

> -----Original Message-----

> From: Tatiana Denisova [<mailto:tdenisova@intersog.com>]  
> Sent: Friday, August 17, 2012 4:13 AM  
> To: David Johnson  
> Cc: Julia Zagoruiko; Vadim Chernega; Igor Fedulov  
> Subject: Re: letter

> Hello Mr Johnson,

>  
> In attachment to this e-mail you can find an official letter with our  
> response.

>  
> Please, confirm when receive.  
>  
> Best wishes,  
>  
> On Wed, Aug 15, 2012 at 3:53 PM, Tatiana Denisova  
> <[tdenisova@intersog.com](mailto:tdenisova@intersog.com)>  
> wrote:  
>> Hello Mr Johnson,  
>>  
>> We have received your letter. We'll try to do our best to meet your  
>> requirements but it can take some period of time because some things  
>> (for example, deleting the application from a filesharing website)  
>> are not under our direct supervision. We would prepare the official  
>> letter and send it to you as soon as possible.  
>>  
>> Best wishes,  
>> --  
>> Tetiana Denysova  
>> Product Portfolio Manager  
>> -----  
>> INTERSOG [www.intersog.com](http://www.intersog.com)  
>> E-mail: [tdenisova@intersog.com](mailto:tdenisova@intersog.com)  
>> Mobile: +38 066 309 9407  
>> Skype: [tdenisova.intersog.com](https://www.skype.com/people/tdenisova.intersog.com)  
>  
>  
>  
> --  
> Tetiana Denysova  
> Product Portfolio Manager  
> -----  
> INTERSOG [www.intersog.com](http://www.intersog.com)  
> E-mail: [tdenisova@intersog.com](mailto:tdenisova@intersog.com)  
> Mobile: +38 066 309 9407  
> Skype: [tdenisova.intersog.com](https://www.skype.com/people/tdenisova.intersog.com)

--  
Tetiana Denysova  
Product Portfolio Manager  
-----  
INTERSOG [www.intersog.com](http://www.intersog.com)  
E-mail: [tdenisova@intersog.com](mailto:tdenisova@intersog.com)  
Mobile: +38 066 309 9407  
Skype: [tdenisova.intersog.com](https://www.skype.com/people/tdenisova.intersog.com)

# EXHIBIT I

**Sepulveda, Debra**

---

From: Tatiana Denisova [tdenisova@intersog.com]  
Sent: Thursday, August 30, 2012 3:05 AM  
To: David Johnson  
Subject: Re: letter  
Attachments: depositories\_sites.pdf

Hello Mr Johnson,

About users: their registration is mandatory to use market and download applications, however, we do not receive any information from the Application Store about people who download our apps. So we do not have these details and cannot get them, it is confidential information.

We have already contacted depositories and download sites that we found with PsychTests uploaded. I am sending you the details in attachment. If you want us to contact any other depository or download site, just send me a link.

Look forward to hearing from you and please confirm receiving of this e-mail.

On Thu, Aug 30, 2012 at 12:23 AM, David Johnson <djohnson@dajlex.com> wrote:

> Dear Ms Denisova,

>

> Please see the attached letter.

>

> Yours truly,

> David Johnson

>

> -----Original Message-----

> From: Tatiana Denisova [mailto:tdenisova@intersog.com]

> Sent: Monday, August 20, 2012 4:32 AM

> To: David Johnson

> Subject: Re: letter

>

> Dear Mr Johnson,

>

> We have already contacted depositories and download sites that had  
> PsychTests uploaded and asked them to delete this application. Some of  
them

> have answered that they deleted it, some have not answered. We would  
contact

> them again till the end of this week.

> We would try to contact some users in the beginning of next week but

> we should check if we have any e-mails firstly because this

> application does not have any registration function included.

>

> Best wishes,

>

> On Sat, Aug 18, 2012 at 12:00 AM, David Johnson <djohnson@dajlex.com>

> wrote:

Dear Ms Denisova,

>>

>> Please see the attached letter.

>>

>> Yours truly,  
>>  
>> David Johnson  
>>  
>> -----Original Message-----  
>> From: David Johnson [<mailto:djohnson@dajlex.com>]  
>> Sent: Friday, August 17, 2012 9:48 AM  
>> To: 'Tatiana Denisova'  
>> Cc: 'Julia Zagoruiko'; 'Vadim Chernega'; 'Igor Fedulov'  
>> Subject: RE: letter  
>>  
>> Dear Ms Denisova,  
>>  
>> Thank you for your letter. I confirm its receipt. I will communicate  
>> with my clients today and revert to you this afternoon.  
>>  
>> Yours truly,  
>>  
>> David Johnson  
>>  
>> -----Original Message-----  
>> From: Tatiana Denisova [<mailto:tdenisova@intersog.com>]  
>> Sent: Friday, August 17, 2012 4:13 AM  
>> To: David Johnson  
>> Cc: Julia Zagoruiko; Vadim Chernega; Igor Fedulov  
>> Subject: Re: letter  
>>  
>> Hello Mr Johnson,  
>>  
>> In attachment to this e-mail you can find an official letter with our  
>> response.  
>>  
>> Please, confirm when receive.  
>>  
>> Best wishes,  
>>  
>> On Wed, Aug 15, 2012 at 3:53 PM, Tatiana Denisova  
>> <[tdenisova@intersog.com](mailto:tdenisova@intersog.com)>  
>> wrote:  
>>> Hello Mr Johnson,  
>>>  
>>> We have received your letter. We'll try to do our best to meet your  
>>> requirements but it can take some period of time because some things  
>>> (for example, deleting the application from a filesharing website)  
>>> are not under our direct supervision. We would prepare the official  
>>> letter and send it to you as soon as possible.  
>>>  
>>> Best wishes,  
>>> --  
>>> Tetiana Denysova  
>>> Product Portfolio Manager  
>>> -----  
>>> INTERSOG [www.intersog.com](http://www.intersog.com)  
>>> E-mail: [tdenisova@intersog.com](mailto:tdenisova@intersog.com)  
>>> Mobile: +38 066 309 9407  
>>> Skype: [tdenisova.intersog.com](http://tdenisova.intersog.com)  
>>

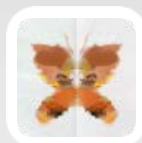
```
>>
>>
>> --
> Tetiana Denysova
>> Product Portfolio Manager
>> -----
>> INTERSOG www.intersog.com
>> E-mail: tdenisova@intersog.com
>> Mobile: +38 066 309 9407
>> Skype: tdenisova.intersog.com
>
>
>
> --
> Tetiana Denysova
> Product Portfolio Manager
> -----
> INTERSOG www.intersog.com
> E-mail: tdenisova@intersog.com
> Mobile: +38 066 309 9407
> Skype: tdenisova.intersog.com
```

```
--
Tetiana Denysova
Product Portfolio Manager
-----
    INTERSOG www.intersog.com
e-mail: tdenisova@intersog.com
Mobile: +38 066 309 9407
Skype: tdenisova.intersog.com
```

- + - we asked them twice to delete the app
- ++ - we asked them to delete the app and they deleted
  
- ++ <http://www.pcworld.com/appguide/app.html?id=631066&expand=false>
- ++ <http://mobile.brothersoft.com/psychtests-download-75073.html>
- ++ <http://www.freewarelovers.com/android/app/psychtests>
- no contacts <http://www.mobilesoftwaredownloads.net/keyword/psychtests.html>
- ++ [http://rapidlibrary.com/files/psychtests-1-6-0-apk\\_ulwvefmezifmon.html](http://rapidlibrary.com/files/psychtests-1-6-0-apk_ulwvefmezifmon.html)
- no contacts <http://maxandroid.ru/soft/product/psychtests-1-6-0.html>
- ++ [appslib.com](http://appslib.com)
- + [http://www.downloadplex.com/Mobile/Android/Application/psychtests-for-android\\_350859.html](http://www.downloadplex.com/Mobile/Android/Application/psychtests-for-android_350859.html)
- + <http://www.android-online.ru/apps/entertainment/psychtests>
- ++ <http://www.androidpit.com/en/android/market/apps/app/com.intersog.madtest/PsychTests>
- <http://ru.androlib.com/android.application.com-intersog-madtest-nEm.aspx>
- + <http://www.androlib.com/android.application.com-intersog-madtest-nEm.aspx>
- ++ <http://www.androiddownloadz.com/pc-utilities/viewdownload/13-entertainment/202-psychtests>
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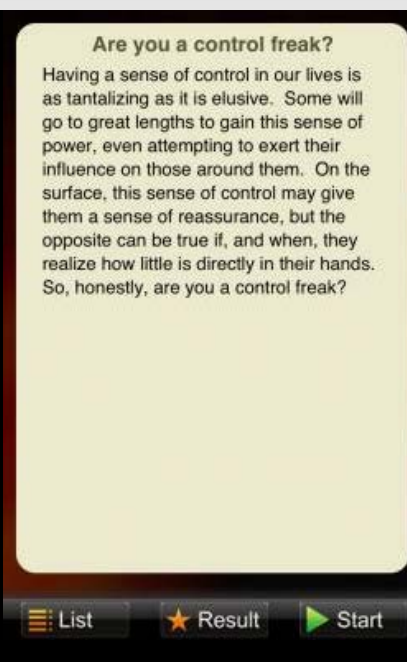
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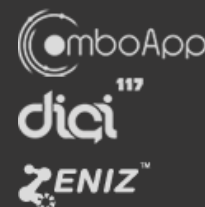
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Updated: Sep 04, 2012

Version: 1.12

Size: 2.4 MB

Language: English

Seller: INTERSOG, LLC

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[Rated 4+](#)

Requirements: Compatible with iPhone, iPod touch, and iPad. Requires iOS 4.0 or later.

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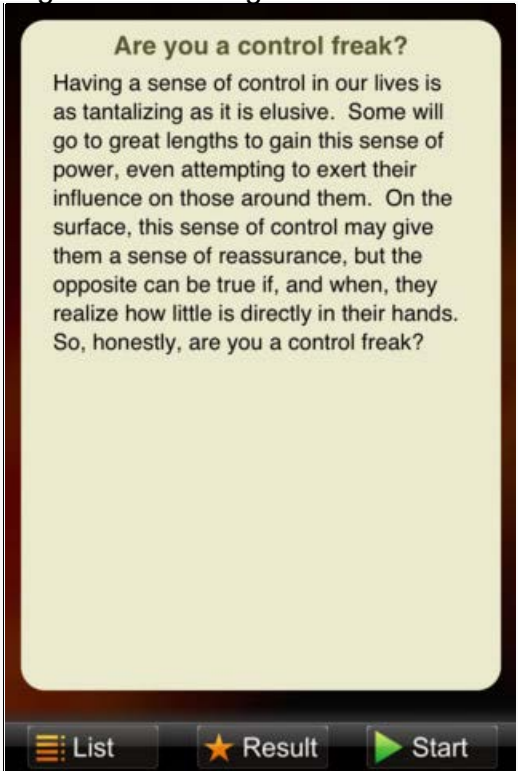
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- Horrible morals! ★

by Screenplaywriter

I answered all questions honestly for the love quiz including that I am always honest with and never would cheat on my my husband. It told me I should try it and was a stick in the mud! I deleted it. It doesn't work. It is very general. Not even close in its evaluations. Programmer is good but needs a new writer with a soul.
- Very Accurate ★★★★★

by emsterhirster

I answered all the tests and all the results were exactly right. They sounded just like me. I like this app

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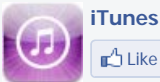
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★☆☆☆☆ by Screenplaywriter - Oct 15, 2012

I answered all questions honestly for the love quiz including that I am always honest with and never would cheat on my my husband. It told me I should try it and was a stick in the mud! I deleted it. It doesn't work. It is very general. Not even close in its evaluations. Programmer is good but needs a new writer with a soul.

## 3. Not good

★☆☆☆☆ by Slarz58 - Mar 11, 2012

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★☆☆☆☆ by Marycardanne - Dec 17, 2011



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★☆☆☆☆ by Slarz58 - Mar 11, 2012

What a discredit to all of psychology. Not even entertaining or fun.

**4. Horrible**

★☆☆☆☆ by Marycardanne - Dec 17, 2011

It crashed within 10 minutes..just terrible, it was a waste of time downloading it

**5. Same answer every time**

★☆☆☆☆ by Say\_jay - Oct 24, 2011

I took the test about my emotional level and answered completely different 3 different times and got the exact same answer! Really, they could have put a little effort into it. Not worth the time it takes to download.



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## PsychTest

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